196 IN THE COURT OF THE MUNSIFF AT SHIMOGA.

Miscellaneous Case No. 228 *of* 1939-40.

K. Vishvanatha Rao, son of Appanna, School Master, Shimoga. .. .. .. *Petitioner.*

vs.

Nil .. .. *Opponent.*

Application for the appointment of a guardian to the property of the minor Chidambara, son of Nanjundaiah, inhabitant of Shimoga Town and living with the above petitioner.

The petitioner abovenamed has applied to be appointed the guardian of the property of the minor and 19th day of July 1940, has been fixed for the hearing of the application and notice is hereby given to all persons and the public that if any other relative, friend, kinsman, or well-wisher of the aforesaid minor desires to be appointed or declared as guardian of the property of the said minor he should enter appearance in person in this Court on aforesaid date and be prepared to adduce on that day any documentary and oral evidence he may desire to adduce in support of his claim to such appointment or declaration.

Given under my hand and the seal of this Court, this 24th day of June 1940.

N. S. KRISHNAMURTHI,
Munsiff.

197 "I intend moving the Hon. the High Court of Mysore to enrol me as an Advocate thereof."

S. R. RAMANATHAN, M.A., B.L.

ENGINEERING DEPARTMENT.

MANDYA DIVISION, MANDYA.

Notification dated 22nd June 1940.

1. Sealed tenders will be received at the Office of the Executive Engineer, Mandya Division, up to 3 P.M. on 15th July 1940, for increasing the capacity of Chennegowdanakere of Kadabahalli Village, Nagamangala Taluk.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Mandya Division, should be addressed to the Executive Engineer, Mandya Division, in a sealed cover and superscribed as "Tender for improving the capacity of Chennegowdanakere of Kadabahalli Village, Nagamangala Taluk." The name of the tenderer should also be superscribed on the top of the cover. Only the tender forms obtainable in the Executive Engineer's office should be used.

3. Each tender must be accompanied by a Treasury chellan for a deposit of Rs. 140 (rupees one hundred and forty only) paid in the treasury to the credit of "17 (a) Deposits" in favour of the Executive Engineer. The earnest money of the successful tenderer will be retained as security deposit for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 16th July 1940 at Mandya Division. The final acceptance of the tender will rest with the Superintending Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the Departmental Schedule Contract Form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications (1931). The earnest money tendered will be treated as security deposit for the due fulfilment of the contract.

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on production of duplicate Treasury challans, originally granted by the Treasury officer for having remitted earnest money.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Mandya, on all working days, between 11 A.M. and 5 P.M.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumsump amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the Schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The works should be completed and handed over in a tidy condition to the Public Works Department by the end of October 1940, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 5 per day, which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, meaurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering labour and appliances for hoisting.
(3) Provide mortar mills and sheds, to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations, wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P. W. D. so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.
(10) The contractor is responsible for all accidents to workmen, etc., on the work, and he must take precaution against all risk of accidents and, if necessary, provide for the same by insurance at the proper time.

Note.—(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

Estimate for increasing the capacity of Chennegowdankere of Kadabahally Village, Reg. No. Nil of Nagamangala Taluk.

No.	Items of work	Per	Rate	Quantity	Total
	I. Bund R. L. 57·00.		Rs. a. p.		Rs.
1	Jungle clearing	Grades	1 8 0	13	
2	Removing ant hill and refilling them with good gravel	Each	1 0 0	3	

No.	Items of work	Per	Rate	Quantity	Total
			Rs. a. p.		Rs.
3	Cutting grips and steps	Grades	2 0 0	13	
4	Earthwork to bund with watering and consolidation including lead of 300′ and lif 10 ft.	C.yd.	0 4 0	7,940	
5	Turfing the slopes	Sqr.	0 8 0	499	
6	Removing and refixing old grade stones including cutting figures and painting comple e	Each	1 0 0	6	
7	Providing and fixing new grade stones including cutting figures and painting compl te	Each	1 8 0	8	
8	Do Index stones, new do	,,	0 8 0	14	
9	Do New B. M. Stones	,,	2 8 0	2	
10	Do Reg. No. and date s one complete	,,	5 0 0	1	
11	Do gauge stone	,,	10 0 0	1	
12	Removing and resetting old revetm t 5, 7, 8 and 9 C. S.	C.yd.	0 12 0	264	
	II. Sluice.				
	Repairing the existing sluice and ex ending the tunnel by inserting one of 12′ lo g C. I. pipe with necessary masonry works a d providing and fixing plug and rod, etc.	L. S.			
	III. Waste weir, Right 27′ long (L. L. 51.50 (Raising from 50·00 to 51·50).				
1	Removing and scraping the existi g body wall 4″ thick and plastering over b dy wall, etc.	L. S.			
2	Raising the body wall burnt b ick in surki mortar with cement mixture	C.ft.	0 4 6	139	
3	Cement mortar plastering 1″ thic t	Sqr.	7 0 0	86	
4	Cement concrete slab 1 : 5 : 10–	C.ft.	0 6 0	29	
5	Rough stone apron	C.yd.	1 8 0	22	
6	Earthwork excavation and usin to bund	C.yd.	0 4 0	8	
7	Unforeseen items	L.S.			

Notific tion dated 23rd June 1940.

TENDER FOR RUNNING A HOTEL NEAR THE DISTRICT OFFICES, MANDYA.

Notice is hereby given that sealed enders will be received at the Office of the Executive Engineer, Mandya Division, Mandya, up to 4 P.M. on 8th July 1940, for running a hotel near the District Offices, Mandya, for a period of one y ir from 15th July 1940.

2. Tenders should be superscribe "Tender for running a Hotel near District Offices, Mandya."

3. The tender should be accom anied by a Treasury Chellan for Rs. 25 credited under the head "17 (*a*) P. W. Deposits, Mandy Division," towards the earnest money.

4. The tenderer should clearly s ecify the amount he is prepared to pay for the contract per month.

5. The tenders will be opened the 8th July 1940, after 4 P.M., by the Executive Engineer in the presence of each of the tende ers who wish to be present.

6. The Executive Engineer res rves the right of rejecting any tender without assigning any reason for such rejection.

7. The successful tenderer sh ld execute an agreement on a stamp paper of the value of annas ten in favour of the Executi e Engineer to fulfil the conditions prescribed by the Executive Engineer within three days after th tender is accepted, failing which his tender will be cancelled and the earnest money will be forf ted to Government and the tenderer will be legally responsible for any loss to Government.

8. The deposit of unsuccessf l tenderers will be refunded to them.

9. The successful tenderer s all immediately after the acceptance of the tender credit the rent for the first half-year in adva ce, at the District Treasury, Mandya, to the Head "XIX. Civil

Works Rent of Buildings." The certified Treasury chellan should be given to the office of the Executive Engineer.

10. The earnest money of the successful tenderer will be returned to him after the expiry of the period of his contract.

11. The purchaser should himself run the Hotel and it shall not be transferred by sale or sub-lease or otherwise without the permission of the Executive Engineer.

12. Preparations should be made of pure ghee and the quality of the article sold should be wholesome.

13. The purchaser will be provided with a building for the preparations, etc. He should provide himself with all other necessary accessories such as vessels, plates, cups, tables, chairs, etc.

14. A complaint book will be kept in a prominent place in the Hotel and intending public and officials may record therein their opinion regarding the preparations, service, etc.

15. Non-compliance of any of the conditions specified above shall render the tenderer liable to be summarily removed after cancelling his contract and forfeiting the amount of earnest money.

B. S. NARASINGA RAO,
Executive Engineer.

MISCELLANEOUS DEPARTMENTS.

OFFICE OF THE ASSISTANT DIRECTOR OF AGRICULTURE, CHITALDRUG CIRCLE, CHITALDRUG.

Notification dated 25th June 1940.

It is hereby notified that sealed tenders will be received by the undersigned up to 2 P.M. on Monday the 15th July 1940, for transporting articles such as implements, seeds and manures and miscellaneous articles to Babbur Farm and other Agricultural depots in the District from Chitaldrug Railway Station and the Agricultural Depot, Chitaldrug, during 1940-41.

Tenders should be addressed to the Assistant Director of Agriculture, Chitaldrug Circle, Chitaldrug, in a sealed cover and superscribed as "Tender for Carting Contract." The name of the tenderer should also be superscribed on the top of the cover.

Each tender must be accompanied by a deposit of Rs. 50 in currency notes. Earnest money of the successful tenderer will be retained as security deposit for due fulfilment of the contract.

The tenders will be opened in the presence of the tenderers who wish to be present on 15th July 1940 at Chitaldrug. The final acceptance of the tender will rest with the Director of Agriculture, Bangalore, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any.

The deposits received from unsuccessful tenderers will be returned to them at their cost.

The specific rate should be given for each item in the schedule accompanying the tender. The rates quoted must be per mile for a cartload containing a minimum of 40 Mds.

Articles which are intended to Babbur Farm must be delivered on the Farm itself and not at the Hiriyur Depot even though the consignments may be less than a cartload. If, however, consignments meant for the Farm are delivered at Hiriyur Depot, cart-hire, if any, paid by the Farm will be deducted from such consignments.

No amount will be paid to the contractor till he produces the voucher in the proper form. He should be prepared to meet the railway freight on consignments which are to be booked and on consignments which are received at Chitaldrug from various institutions payment of which will only be made on production of railway general receipts and other receipts. If however, the railway freight to be met is above Rs. 25, arrangements will be made to advance the amount required and he should produce the vouchers immediately after taking delivery and booking the consignments.

The contractor should go over to office every day and enquire whether there are any consignments to be booked or any railway receipts for taking delivery of consignments. Immediately after taking delivery of consignments he should arrange to take them to the intended places without the least possible delay and he will be responsible for any loss, shortage, etc., during the transit.

On consignments which are received in small bags weighing below 40 maunds and which are less than a cart-load, carthire will be paid according to the discretion of the Agricultural Inspector, Chitaldrug, not exceeding the mileage rates quoted by him and his decision will be final.

While calculating cart-hire on consignments which are more than 40 maunds, cart-hire will be paid for the exact quantity carted by rule of proportion. No payment will be made for articles below one maund.

The contractor should promptly take the railway receipts in time and see that no demurrage charges are incurred. If any demurrage charges have to be paid owing to delay in taking the railway receipts from the office or delay in taking delivery of article at the Railway Station, such charges will be recovered from the contractor.

If consignments are not taken delivery of in time and transmitted in time to the intended places, the same will be transhipped by the Department and excess charges and losses, if any, will be recovered by him.